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PATENT APPLICATION**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of

Docket No: Q96948

David George GORDON

Appln. No.: 10/593,469

Group Art Unit: Not Yet Assigned

Confirmation No.: 2757

Examiner: Not Yet Assigned

Filed: September 19, 2006

For: REPROGRAMMING A NON-VOLATILE SOLID STATE MEMORY SYSTEM

STATEMENT OF FACTS**MAIL STOP AMENDMENT**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

I, Stephen Haley, residing in the United Kingdom, declare and state as follows:

1. I am a British Patent Attorney and Partner of Gill, Jennings & Every LLP, and have firsthand knowledge of the following facts.
2. My responsibilities at Gill, Jennings & Every LLP included preparing a patent application for an invention entitled REPROGRAMMING A NON-VOLATILE SOLID STATE MEMORY SYSTEM, in which Mr. David George Gordon (hereinafter "Mr. Gordon") is the sole named inventor and who, at the time, was an employee of Panasonic Mobile Communications Development Laboratory ("PMDL"), a division of Matsushita Electric Europe, Ltd., which is a division of Matsushita Electric Industrial Co., Ltd. ("MEI"), the Applicant for the subject U.S. national stage patent application.

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Application No. 10/593,469

3. A patent application for the invention was filed in the United Kingdom (i.e., Great Britain Patent Application No. 0406237.8) on March 19, 2004. A subsequent international patent application (International Application No. PCT/GB05/000788) for this invention was filed on March 2, 2005, with the Applicant of the present application, Matsushita Electric Industrial Co., Ltd., named as the applicant of the International Application. The International Application was published as International Patent Publication No. WO2005/091303A1, the cover page of which is attached as Exhibit 1. A U.S. national stage application for this invention was filed in the U.S. Patent and Trademark Office on September 19, 2006 without an oath or declaration and received U.S. Application No. 10/593,469.

4. Mr. Gordon signed an Invention Disclosure and Acknowledgement of Ownership Agreement which is attached as Exhibit 2, acknowledging that Matsushita Electric Europe, Ltd. is the sole owner of the entire right, title, and interest in and to the invention. Exhibit 5 evidences that Matsushita Electric Europe, Ltd. is a division of MEI; MEI being the sole shareholder of Matsushita Electric Europe, Ltd.

5. Further, under United Kingdom Patent Law, when an invention is made under the course of an employee's normal duties or in course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case are such that an invention might reasonably be expected to result from the carrying out of his duties, the resulting invention is taken to belong to the employee's employer under section 39 (1) of the United Kingdom Patents Act 1977. Since Mr. Gordon was under the employment of PMDL at the time of the invention, under the United Kingdom Patent Law, the rights to the resulting invention are the

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property of the Applicant. A legal memorandum to this effect is attached as Exhibit 6. A copy of section 39(1) of the United Kingdom Patents Act 1977 is attached as Exhibit 7.

6. After receiving the "Notification of Missing Requirements Under 35 U.S.C. § 371 in the United States Designated/Elected Office (DO/EO/US)" in the present application, I sent a copy of the National Stage Application (i.e., the specification including the claims and drawings), to Mr. Gordon at his last known address, along with a Declaration and Power of Attorney ("Declaration") and instructions for him to execute the Declaration.

7. Mr. Gordon responded, via return letter, on May 1, 2008, a copy of which is attached as Exhibit 3. In that letter Mr. Gordon acknowledges that he received my letter containing a copy of the U.S. national stage application and the Declaration. Mr. Gordon also indicates in that letter he will sign the papers necessary to prosecute the subject U.S. patent application only if he is paid an unspecified amount of money.

8. Mr. Gordon then sent me a second letter dated July 11, 2008, a copy of which is attached as Exhibit 4. In that second letter Mr. Gordon unequivocally indicates he will not sign the papers necessary to prosecute the U.S. national stage application. Mr. Gordon indicates that his unwillingness to sign such papers stems from his discharge from employment at PMDL.

9. The last known mailing address at which Mr. Gordon customarily receives mail, which also appears at the top of his letter of July 11, 2008, is:

37, Feld Way
Basingstoke,
Hampshire,
RG24 8UW, United Kingdom

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SUGHRUE MION

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An alternative form of Mr. Gordon's mailing address, which appears at the top of his letter of May 1, 2008, is:

37, Feld Way
Lychpit,
Basingstoke,
Hants,
RG24 8UW, United Kingdom

10. The present application was filed on September 19, 2006, within thirty (30) months of when Great Britain Patent Application No. 0406237.8 was filed on March 19, 2004, from which the International Application claims priority. The filing of the present National Stage application is necessary to preserve the rights of the Applicant to claim priority to March 19, 2004.

11. As of today, I have not received an oath or declaration for the subject application signed by Mr. Gordon.


Date: APR 21 2008
SH
Stephen Haley
Gill, Jennings & Every, LLP

EXHIBIT 1

Cover Page of WO2005/091303A

(12) INTERNATIONAL APPLICATION PUBLISHED UNDER THE PATENT COOPERATION TREATY (PCT)

(19) World Intellectual Property
Organization
International Bureau



(43) International Publication Date
29 September 2005 (29.09.2005)

PCT

(10) International Publication Number
WO 2005/091303 A1

(51) International Patent Classification⁷: **G11C 16/10**,
G06F 9/445

West Forest Gate, Wellington Road, Wokingham, Berkshire RG40 2AQ (GB).

(21) International Application Number:
PCT/GB2005/000788

(74) Agent: GILL JENNINGS & EVERY; Broadgate House,
7 Eldon Street, London EC2M 7LM (GB).

(22) International Filing Date: 2 March 2005 (02.03.2005)

(25) Filing Language: English

(26) Publication Language: English

(30) Priority Data:
0406237.8 19 March 2004 (19.03.2004) GB

(71) Applicant (for all designated States except US): MAT-
SUSHITA ELECTRIC INDUSTRIAL CO., LTD.
[JP/JP]; Matsushita IMP Building 19th Floor, 1-3-7 Shi-
romi Chuo-ku, Osaka 540-6319 (JP).

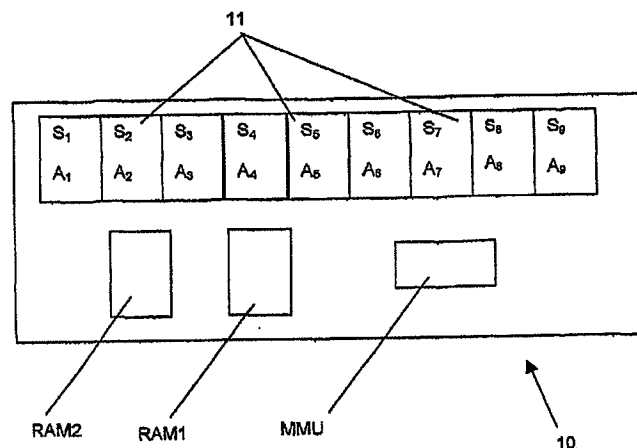
(81) Designated States (unless otherwise indicated, for every
kind of national protection available): AE, AG, AL, AM,
AT, AU, AZ, BA, BB, BG, BR, BW, BY, BZ, CA, CH, CN,
CO, CR, CU, CZ, DE, DK, DM, DZ, EC, EE, EG, ES, FI,
GB, GD, GE, GH, GM, HR, HU, ID, IL, IN, IS, JP, KE,
KG, KP, KR, KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD,
MG, MK, MN, MW, MX, MZ, NA, NI, NO, NZ, OM, PG,
PH, PL, PT, RO, RU, SC, SD, SE, SG, SK, SL, SM, SY, TJ,
TM, TN, TR, TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA,
ZM, ZW.

(72) Inventor; and
(75) Inventor/Applicant (for US only): GORDON, David,
George [GB/GB]; Panasonic Mobile Communications,

(84) Designated States (unless otherwise indicated, for every
kind of regional protection available): ARIPO (BW, GH,
GM, KE, LS, MW, MZ, NA, SD, SL, SZ, TZ, UG, ZM,
ZW), Eurasian (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM),
European (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI,
FR, GB, GR, HU, IE, IS, IT, LT, LU, MC, NL, PL, PT, RO,

[Continued on next page]

(54) Title: REPROGRAMMING A NON-VOLATILE SOLID STATE MEMORY SYSTEM



(57) Abstract: A non-volatile memory system (10) is provided. The system comprises: non-volatile memory (11) divided into a plurality of segments (11) each segment having an address in an address space, means for copying any one segment to be reprogrammed into a first RAM (RAM1), the first RAM having a size at least equal to the segment size. The system further comprises a second RAM (RAM2) for holding a reprogrammed code, writing means for writing the reprogrammed code from the second RAM into the at least one segment to be reprogrammed, and control means (MMU) arranged to enable execution of the programme from the first RAM during the reprogramming.

WO 2005/091303 A1

EXHIBIT 2

Invention Disclosure and Acknowledgement of Ownership Agreement

PMDL-12

Invention Disclosure and Acknowledgement of Ownership Agreement

THIS AGREEMENT is between Panasonic Mobile Communications Development Laboratory, a division of Matsushita Electric Europe (Headquarters) Ltd, having its principal place of business at West Forest Gate, Wellington Road, Wokingham, Berkshire, United Kingdom (hereinafter referred to as "PMDL") and the inventors employed by PMDL (hereinafter referred to as "Employees");

WHEREAS, undersigned Employees are the first and true inventors of an invention ("the invention") entitled;

Title: Reprogramming Segmented Flash Memory using One RAM Bank and One Flash Sector

Reference No.: P31629-01

For which Patent Application No. _____ was filed on _____ (complete if appropriate)

WHEREAS, the Employees made an invention during the course of their employment and in the course of their normal duties,

WHEREAS, PMDL and the Employees acknowledge that the said invention was made on or after 1st June 1978 and that by virtue of section 39(1) of the Patents Act 1977 (without prejudice to any rights under Section 40(1) of the Patents Act 1977) the invention belongs to PMDL and that PMDL is entitled to the whole of the property in the invention (other than equitable interests) in the United Kingdom together with the right to make applications for protection in all countries abroad and to claim priority under the international convention for such applications,

AND WHEREAS, by virtue of an agreement dated 25th November 1996 between PMDL and Matsushita Electric Industrial Co., Ltd., having its principal place of business at 1006 Kadoma, Kadoma City, Osaka 571-8501, Japan (hereinafter referred to as MEI), MEI owns the invention and the patent protection in its own name,

NOW THEREFORE, PMDL and the Employees agree that MEI is the sole owner of the entire, right, title, interest in and to said invention; the right to file for any patent applications for said invention; any patent applications already filed for said invention; the right to claim priority from any said patent application and any patents that may issue for said invention in the United Kingdom and any countries foreign to the United Kingdom.

SAID Employees hereby agree that at the expense of MEI they will sign, execute and deliver documents, forms and papers reasonably required to be produced or obtained by MEI in connection with any application for Letters Patent or other forms of protection for the subject matter of the invention in all countries.

EMPLOYEES:

Name: Mr David Gordon Signature: D. Gordon Date signed: _____

PMDL:

Name: Mr Toshiaki Nakarishi Signature: 中西 敏之 Date signed: _____

WITNESSED: Name: _____ Signature: _____ Date: _____

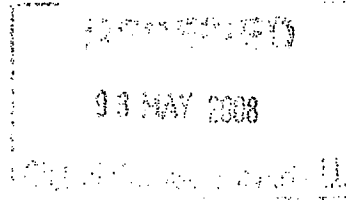
EXHIBIT 3

May 1, 2008 Letter

37, Feld Way,
Lychpit,
Basingstoke,
Hants,
RG24 8UW

1 May, 2008

Gill Jennings and Every,
Broadgate House,
7, Eldon Street,
London,
EC2M 7LH



Hello Stephen

I have just received your package, regarding the US filing of one of my patents, ref: SAH03090US. It has been a while since we last spoke, so you may not be aware that I no longer work for Panasonic; they made me redundant in March of 2006 along with those others in PMDC who were unable to move to Cambridge.

First of all let me state that I am not unwilling to sign the assignment of rights over to Panasonic, but since I am no longer an employee I am not obliged to. I am however willing to assign my US rights to Panasonic for a sum of money, amount to be determined but I recall Panasonic paid a filing bounty for each patent filed while I worked there.

Since there has been a great deal of personnel churn within Panasonic since I left, and no-one I knew is still there, I would be grateful if you could let me know the name and address of your contact within Panasonic, so that I may contact him and commence negotiations.

Kind regards

D. Gordon

Dave Gordon

BTW, you may contact me by email using
dgordon@lineone.net.

Dave

EXHIBIT 4

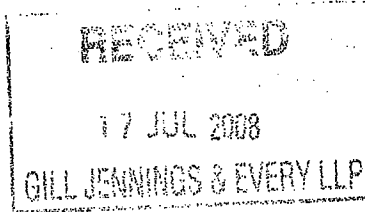
July 11, 2008 Letter

37, Feld Way,
Basingstoke,
Hampshire,
RG24 8UW.

July 11, 2008

Your ref: SAH03090US

Stephen Haley
Gill Jennings & Every,
Broadgate House,
7, Eldon Street,
London,
EC2M 7LH



Dear Stephen

Thank you for your response, and for enquiring to Panasonic about my query. That's service above and beyond the call of duty; I would have been happy with a name, so thank you.

I have received a number of these requests since Panasonic made me redundant, from yourself and from another patent lawyer we used. I signed the first one, and while I realise it is just a legal phrase, I did not even receive a thank you from Panasonic, let alone "...the sum of one dollar (\$1.00) *and other good and valuable consideration.*" I particularly like that last bit.

I am afraid I won't be signing the rights to these patents to Panasonic. I still feel some bitterness regarding my redundancy in 2006, forced on me and three others as a result of our refusal to move to Cambridge. As it happens, the four people who did agree to move to Cambridge were also made redundant earlier this year, the move to Cambridge having been abandoned no doubt due to key workers such as myself declining the move.

Panasonic did have a bounty policy in place for employee patents, and it would not be without precedent for them to apply it to non-employees who own the rights to valuable patents.

However, if they are happy to proceed without my signature, I am happy for them to do so.

Allow me to say I was always very impressed with your expertise in handling our patent applications, and would not hesitate to recommend you if the opportunity arises with a future employer.

Yours sincerely,

Dave Gordon

.....

EXHIBIT 5

Articles of Association for
Matsushita Electric Europe, Ltd.

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF**

**PANASONIC EUROPE LTD.
Company Number 3329345**

(formerly known as MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED)

- 1 The name of the Company is PANASONIC EUROPE LTD.
- 2 The registered office of the Company will be situated in England.
- 3 The objects for which the Company is established are:

(a)(i) To carry on all or any of the businesses of general merchants and traders, importers and exporters, commission agents, cash and credit traders, manufacturers' agents and representatives, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises and to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, insurance brokers and consultants, mortgage brokers, warehousemen, railway, shipping and forwarding agents, shippers, haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds.

(ii) To carry on the business of an investment and holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to establish, carry on, develop and extend investments and holdings and to sell, dispose of or otherwise turn the same to account, and to co-ordinate, the policy and administration of any companies of which this Company is a member or which are, in any manner controlled by, or connected with the Company.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such



acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire any interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investment made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others and to invest and deal with money and assets of the Company not immediately required in any manner and to receive money and securities on deposit or loan, at interest and otherwise upon such terms as the Company may approve.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard, security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital or by the creation and issue on such terms and conditions as may be thought expedient of debentures or debenture stock, perpetual or otherwise, or other securities of any description.

(j) To enter into or accept any guarantees or indemnities and to guarantee support or secure, either with or without the Company receiving any consideration or advantage, and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), including its uncalled capital, of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities or other liabilities of any person, firm or company including (but without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company within the meaning of section 736 of the Companies Act 1985 or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.

(k) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(l) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification which may seem calculated directly or indirectly to promote the Company's interest, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.

(m) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges or concessions which the Company may think desirable.

(n) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or

indirectly to benefit the Company or enhance the value of its property and to coordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(o) To act as agents or brokers and as trustees for any person, firm or company, or to undertake, and perform sub-contracts.

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(r) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are serving or have served the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in the business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons; to make payments toward insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory, or non-contributory) for the benefit of any such persons and of their wives; widows; children and other relatives and dependents; and set up, establish support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the, shares or securities of any such company as aforesaid.

(t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(x) To do all such things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of the Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set

forth in such sub-clause or from the terms of any other sub-clause or the object or objects therein specified or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 4 The liability of the Members is limited.
- 5 The Share Capital of the Company is £200,000,000 divided into 200,000,000 ordinary shares of £1 each.

Dated this 4th day of January 2005

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF**

**PANASONIC EUROPE LTD.
Company Number 3329345**

(formerly known as MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED)

Preliminary

1 The Regulations in Table A schedule to the Companies (Table A to F) Regulations 1985 shall, except where they are excluded or varied by or inconsistent with these Articles, apply to the Company.

Shares

2 (a) Subject to the provisions of paragraph (b) below and to any direction given by the Company by Ordinary Resolution, all unissued shares of the Company for the time being shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons (including the Directors themselves), at such times and on such terms and conditions as they may determine, provided that no share shall be issued at a discount. Section 89 Companies Act 1985 (statutory rights of pre-emption) shall not apply.

(b) The Directors are hereby unconditionally authorised to allot shares up to the nominal amount of the share capital of the Company at the date of incorporation within a period of five years from the date of incorporation and so that such authority shall include the grant of any right to subscribe for, or to convert any security into, shares and shall extend to any allotment or grant made after such period in pursuance of an offer or agreement made by the Company before such authority expires.

Transfer of Shares

3 No transfer of any share, whether or not it is fully paid, shall be registered unless it shall first be approved by the Directors who may, in their absolute discretion and without giving any reason, refuse so to do. The first sentence of Regulation 24 of Table A shall not apply.

Proceedings at General Meetings

4 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of the receipt and consideration of the profit and loss account, the balance sheet and group accounts (if any) of the Company and the reports of the Directors and the auditors and other documents required to be annexed to the balance sheet, the declaration of dividends, the appointment of auditors and the fixing of the remuneration of the auditors and the Directors. In Regulation 38 of Table A the words "in case of special business" shall be added before the words "the general nature of the business to be transacted".

The following provisions of this Article apply if the Company has only a single member:

- regulation 40 shall be modified by the insertion at the end of that regulation of the following proviso: ", provided that if the company has only a single member, the quorum shall be one such person."; and
- if the single member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision. However, failure to do so shall not affect the validity of such decision."

5 Regulation 41 of Table A shall be read and construed as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall be dissolved provided that if the company has only a single member, the preceding

provisions of this regulation as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned."

6 If a resolution in writing referred to in Regulation 53 of Table A is described as a special resolution or as an extraordinary resolution it shall have effect accordingly.

Alternate Director

7 Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf and may, in the like manner remove the alternate Director from office. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.

Directors

8 The number of Directors shall be determined by ordinary resolution but unless and until so fixed there shall be no maximum number of Directors and the minimum number shall be one. Regulation 64 of Table A shall not apply.

9 No Director shall be required to retire or vacate his office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age. Regulation 73 to 77, Regulation 80 and the last two sentences of Regulation 79 of Table A shall not apply. In Regulation 78 of Table A the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be omitted.

10 The quorum necessary for the transaction of the business of the Directors when more than one Director holds office may be fixed by the Directors and unless so fixed shall be two present in person. In the event of the minimum number of Directors fixed by or pursuant to these Articles being one, the quorum shall be one. A sole Director shall have authority to exercise all the powers and discretions by Table A or by these Articles expressed to be vested in the Directors generally. Regulation 89 of Table A shall be modified accordingly.

11 A Director, notwithstanding that he or, in the case of an alternate Director, his appointor, or any person connected with him or (as the case may be) his appointor has an interest or duty which is material and which conflicts or may conflict with the interests of the Company, may vote in respect of any contract, transaction or arrangement and may be counted in the quorum present at any meeting. Regulation 94, 95, 96 and 97 of Table A shall not apply.

12 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the Chairman of the meeting or by exchange of facsimile transmissions addressed to the Chairman of the meeting.

A person so participating by being present or being in telephone communication with or by exchanging facsimile transmissions with those in the meeting or with the Chairman of the meeting shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held."

Notices

13 A notice may be given by the Company to any member either personally or by sending it by post or by telegraph or telex to his registered address or by leaving it at that address. Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of the post. The first sentence of Regulation 112 and the second sentence of Regulation 115 Table A shall not apply.

Indemnity

14 In addition to such indemnity as is contained in Regulation 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

Dated this 4th day of January 2005

Private & Confidential



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED

(Registered in England - No. 03329345)

In accordance with section 381A Companies Act 1985 the following Resolution was agreed to and was duly passed on 24th December 2003 as a Written Resolution:

- 1 THAT the Articles of Association of the Company be altered by the following:
 - 1.1 The insertion of the following new Article after Article 4:

"The following provisions of this Article apply if the Company has only a single member:

regulation 40 shall be modified by the insertion at the end of that regulation of the following proviso: ", provided that if the company has only a single member, the quorum shall be one such person."; and

if the single member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision. However, failure to do so shall not affect the validity of such decision."
 - 1.2 The following amendment to Article 5 of the current Articles of Association in relation to Regulation 41, which shall be further modified by the addition of the following sentence at the end of Article 5 after "...the meeting shall be dissolved":

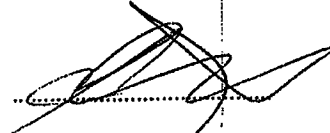
"Provided that if the company has only a single member, the preceding provisions of this regulation as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned."
 - 1.3 The insertion of the following new Articles after Article 11:

"Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the Chairman of the meeting or by exchange of facsimile transmissions addressed to the Chairman of the meeting."

18

A person so participating by being present or being in telephone communication with or by exchanging facsimile transmissions with those in the meeting or with the Chairman of the meeting shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held."



Director

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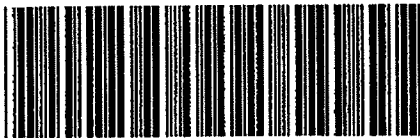


**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3329345

The Registrar of Companies for England and Wales hereby certifies that
MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED
is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, London, the 3rd March 1997



N03329345G

S. Bashar
MISS S. BASHAR

For The Registrar Of Companies



C O M P A N I E S H O U S E



12

Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

3329345

Company Name in full



F012001J

MATSUSHITA ELECTRIC EUROPE

(HEADQUARTERS) LIMITED

I, SEINGSUKE KURAKU

of

FLAT 3, 8 OBSERVATORY GARDENS, W8 7HZ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

1 PUDDLE DOCK, BLACKFRIARS, LONDON

the

THUR

day of

MARCH

One thousand nine hundred and ninety

SEVEN

● Please print name.

before me ●

JONATHAN CHRISTOPHER ROPER

Signed

Date

3.3.97

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

KPMG, AQUIS COURT, 31 FISHPOOL STREET

ST ALBANS, HERTFORDSHIRE

AL3 4RF

Tel 01727 733102

DX number 6132

DX exchange ST ALBANS

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh



Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

10

First directors and secretary and intended situation of
registered office

3329345

Company Name in full

MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED



F010001H

Proposed Registered Office

(PO Box numbers only, are not acceptable)

3 FURZEGROUND WAY

STOCKLEY PARK

Post town

UXBRIDGE

County / Region

MIDDLESEX

Postcode

UB11 1DD

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

KPMG

Address

AQUIS COURT

31 FISHPOOL STREET

Post town

ST ALBANS

County / Region

HERTFORDSHIRE

Postcode

AL3 4RF

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

KPMG, AQUIS COURT, 31 FISHPOOL STREET

ST ALBANS, HERTFORDSHIRE

AL3 4RF

Tel 01727 733102

DX number

DX exchange

Companies House receipt date barcode

Form revised March 1995

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

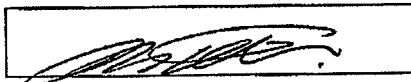
DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name		MATSUSHITA ELECTRIC EUROPE (HEAD QUARTER) LIMITED	
NAME	*Style / Title	*Honours etc	
* Voluntary details	Forename(s)	MASARU	
	Surname	TAKADA	
	Previous forename(s)		
	Previous surname(s)		
Address		11 CLAPPERS MEADOW	
Usual residential address		RAY MILL ROAD EAST	
For a corporation, give the registered or principal office address.			
	Post town	MAIDENHEAD	
	County / Region	BERKSHIRE	Postcode SL6 8TT
	Country		

I consent to act as secretary of the company named on page 1

Consent signature



Date

03.03.97

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
	Forename(s)	SEINOSUKE	
	Surname	KURAKU	
	Previous forename(s)		
	Previous surname(s)		
Address		FLAT 3, 8 OBSERVATORY GARDENS	
Usual residential address			
For a corporation, give the registered or principal office address.			
	Post town	LONDON	
	County / Region		Postcode W8 7HZ
	Country		

Day Month Year

Date of birth

18

01

37

Nationality

JAPANESE

Business occupation

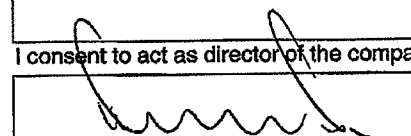
MANAGING DIRECTOR

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature



Date

03.03.97

Directors (continued) (see notes 1-5)

NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
* Voluntary details	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
Address	<input type="text"/>			
Usual residential address	<input type="text"/>			
For a corporation, give the registered or principal office address.	Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>
	Country	<input type="text"/>		
	Date of birth	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Day	Month	Year
	Date of birth	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Nationality	<input type="text"/>		
	Business occupation	<input type="text"/>		
	Other directorships	<input type="text"/>		
		<input type="text"/>		
	I consent to act as director of the company named on page 1			
Consent signature	<input type="text"/>	Date	<input type="text"/>	

This section must be signed by			
Either			
an agent on behalf of all subscribers	Signed	<input type="text"/>	Date <input type="text"/>
Or the subscribers	Signed	<input type="text"/>	Date <input type="text"/>
(i.e those who signed as members on the memorandum of association).	Signed	<input type="text"/>	Date <input type="text"/>
	Signed	<input type="text"/>	Date <input type="text"/>
	Signed	<input type="text"/>	Date <input type="text"/>
	Signed	<input type="text"/>	Date <input type="text"/>
	Signed	<input type="text"/>	Date <input type="text"/>

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at all times during the past 5 years, when the person was a director, was:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

3329345



**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED**

- 1 The name of the Company is MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED.
- 2 The registered office of the Company will be situated in England.
- 3 The objects for which the Company is established are:

(a)(i) To carry on all or any of the businesses of general merchants and traders, importers and exporters, commission agents, cash and credit traders, manufacturers' agents and representatives, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises and to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, insurance brokers and consultants, mortgage brokers, warehousemen, railway, shipping and forwarding agents, shippers, haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds.

(ii) To carry on the business of an investment and holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to establish, carry on, develop and extend investments and holdings and to sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon,

N/Inc-Lico-
NW 9831
shd

testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire any interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investment made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others and to invest and deal with money and assets of the Company not immediately required in any manner and to receive money and securities on deposit or loan, at interest and otherwise upon such terms as the Company may approve.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard, security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, or by the creation and issue on such terms and conditions as may be thought expedient of debentures or debenture stock, perpetual or otherwise, or other securities of any description.

(j) To enter into or accept any guarantees or indemnities and to guarantee support or secure, either with or without the Company receiving any consideration or advantage, and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), including its uncalled capital, of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities or other liabilities of any person, firm or company including (but without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company within the meaning of section 736 of the Companies Act 1985 or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.

(k) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(l) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification which may seem calculated directly or indirectly to promote the Company's interest, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.

(m) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges or concessions which the Company may think desirable.

(n) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(o) To act as agents or brokers and as trustees for any person, firm or company, or to undertake and perform sub-contracts.

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(r) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are serving or have served the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in the business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments toward insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory, or non-contributory) for the benefit of any such persons and of their wives; widows; children and other relatives and dependants; and set up, establish support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(x) To do all such things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of the Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or the object or objects therein specified or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4 The liability of the Members is limited.

5 The Share Capital of the Company is £200,000,000 divided into 200,000,000 ordinary shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each person
--	--

MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD 1006 Kadoma Kadoma City Osaka Japan Corporation	153,193,712
---	-------------



EDMOND MCNALLY

Dated this 3rd day of March 1997

Witness to the above Signatures:

STEPHEN JOHN MARTIN
27 Old Farm Road
West Drayton
Middlesex
UB7 7LE



CHARTERED SECRETARY

MATSU.MEM
001.m&a/adm/panasoni

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
MATSUSHITA ELECTRIC EUROPE (HEADQUARTERS) LIMITED**

Preliminary

1 The Regulations in Table A schedule to the Companies (Table A to F) Regulations 1985 shall, except where they are excluded or varied by or inconsistent with these Articles, apply to the Company.

Shares

2 (a) Subject to the provisions of paragraph (b) below and to any direction given by the Company by Ordinary Resolution, all unissued shares of the Company for the time being shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons (including the Directors themselves), at such times and on such terms and conditions as they may determine, provided that no share shall be issued at a discount. Section 89 Companies Act 1985 (statutory rights of pre-emption) shall not apply.

(b) The Directors are hereby unconditionally authorised to allot shares up to the nominal amount of the share capital of the Company at the date of incorporation within a period of five years from the date of incorporation and so that such authority shall include the grant of any right to subscribe for, or to convert any security into, shares and shall extend to any allotment or grant made after such period in pursuance of an offer or agreement made by the Company before such authority expires.

Transfer of Shares

3 No transfer of any share, whether or not it is fully paid, shall be registered unless it shall first be approved by the Directors who may, in their absolute discretion and without giving any reason, refuse so to do. The first sentence of Regulation 24 of Table A shall not apply.

Proceedings at General Meetings

4 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of the receipt and consideration of the profit and loss account, the balance sheet and group accounts (if any) of the Company and the reports of the Directors and the auditors and other documents required to be annexed to the balance sheet, the declaration of dividends, the appointment of auditors and the fixing of the remuneration of the auditors and the Directors. In Regulation 38 of Table A the words "in case of special business" shall be added before the words "the general nature of the business to be transacted".

5 Regulation 41 of Table A shall be read and construed as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall be dissolved" were added at the end.

6 If a resolution in writing referred to in Regulation 53 of Table A is described as a special resolution or as an extraordinary resolution it shall have effect accordingly.

Alternate Director

7 Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf and may, in the like manner remove the alternate Director from office. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.

Directors

8 The number of Directors shall be determined by ordinary resolution but unless and until so fixed there shall be no maximum number of Directors and the minimum number shall be one. Regulation 64 of Table A shall not apply.

9 No Director shall be required to retire or vacate his office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age. Regulation 73 to 77, Regulation 80 and the last two sentences of Regulation 79 of Table A shall not apply. In Regulation 78 of Table A the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be omitted.

10 The quorum necessary for the transaction of the business of the Directors when more than one Director holds office may be fixed by the Directors and unless so fixed shall be two present in person. In the event of the minimum number of Directors fixed by or pursuant to these Articles being one, the quorum shall be one. A sole Director shall have authority to exercise all the powers and discretions by Table A or by these Articles expressed to be vested in the Directors generally. Regulation 89 of Table A shall be modified accordingly.

11 A Director, notwithstanding that he or, in the case of an alternate Director, his appointor, or any person connected with him or (as the case may be) his appointor has an interest or duty which is material and which conflicts or may conflict with the interests of the Company, may vote in respect of any contract, transaction or arrangement and may be counted in the quorum present at any meeting. Regulation 94, 95, 96 and 97 of Table A shall not apply.

Notices

12 A notice may be given by the Company to any member either personally or by sending it by post or by telegraph or telex to his registered address or by leaving it at that address. Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of the

post. The first sentence of Regulation 112 and the second sentence of Regulation 115 Table A shall not apply.

Indemnity

13 In addition to such indemnity as is contained in Regulation 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

Names, Addresses and Descriptions of Subscribers

MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD
1006 Kadoma
Kadoma City
Osaka
Japan

Corporation

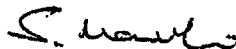


EDMOND MCNALLY

Dated this 3rd day of March 1997

Witness to the above Signatures:

STEPHEN JOHN MARTIN
27 Old Farm Road
West Drayton
Middlesex
UB7 7LE



CHARTERED SECRETARY

MATSU.ART
003.m&a/adm/panasoni

EXHIBIT 6

Memorandum of Law

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SUGHRUE MION

MEMORANDUM OF LAW

I, Stephen Haley, a British Patent Attorney and Partner of Gill Jennings & Every LLP, confirm that, under UK Patent Law, when an invention is made under the course of an employee's normal duties or in course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case are such that an invention might reasonably be expected to result from the carrying out of his duties, the resulting invention is taken to belong to the employee's employer under section 39 (1) of the United Kingdom Patents Act 1977.

I have firsthand knowledge that Mr. David George Gordon is the sole named inventor for a patent application to an invention entitled REPROGRAMMING A NON-VOLATILE SOLID STATE MEMORY SYSTEM, and who, at the time of the invention, was an employee of Panasonic Mobile Communications Development Laboratory ("PMDL"), a division of Matsushita Electric Europe, Ltd., which is a division of Matsushita Electric Industrial Co., Ltd.

Accordingly, since Mr. David George Gordon was under the employment of PMDL at the time of the invention, under the United Kingdom Patent Law, a court of the United Kingdom would award the rights and title to the resulting invention to Matsushita Electric Industrial Co., Ltd pursuant to section 39 (1) of the United Kingdom Patents Act 1977.


Stephen Haley (Partner), Gill Jennings & Every LLP

Dated: 8 April 2009

EXHIBIT 7

Section 39 (1) of the United Kingdom Patents Act 1977

PART I

the old proprietor or proprietors or the licensee shall, on making a request to the new proprietor or proprietors within the prescribed period, be entitled to be granted a licence (but not an exclusive licence) to continue working or, as the case may be, to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period is or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

*Employees' inventions*Right to
employees'
inventions.

39.—(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if—

(a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

Compensation
of employees
for certain
inventions.

40.—(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that the employee has made an invention belonging to the employer for which a patent has been granted, that the patent is (having regard among other things to the size and nature of the employer's undertaking) of outstanding benefit to the employer and that by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer, the court or the comptroller may award him such compensation of an amount determined under section 41 below.